a person (such as a doctor) or a facility (such as a hospital) that provides health care services. Providers are considered to be "participating" when they have signed an agreement with the carrier to accept as payment in full whatever the carrier determines to be an appropriate charge for services

You may be uncertain about the participating status, or whether there is any need for participation by any health care provider in your area. If in doubt, contact the appropriate carrier or the personnel office at the GM location where you or your deceased spouse last worked.

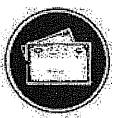
Reasonable and Customary Charge....

an amount determined by the carrier according to certain standards and considerations. The carrier's determination is conclusive:

Predetermination....

a system which applies only to Traditional Insurance option enrollees and requires doctors and/or hospitals to obtain prior approval of all non-emergency hospitalization and certain other services. Emplices also may request predetermination. Predetermination does not apply to Medicare enrolled individuals.

certain individuals may be eligible for coverage as a "dependent" of a retiree or surviving spouse. In some cases, they may be eligible for Corporation-paid coverage; and in some cases, they will be eligible only for coverage paid for by you. With the exception of a spouse, you generally must be able to claim an exemption for the dependent on your Federal Income Tax Return (in accordance with Section 151 of the Internal Revenue Code). An otherwise eligible child of a divorced retiree is eligible for coverage if the divorce decree or order of court of proper jurisdiction stipulates the retiree is legally responsible for providing health care coverage for the child. The Corporation's determination of eligibility, in accordance with Program provisions, is conclusive.



Your GM Investments

The Savings-Stock Purchase Program and the Employe Stock Ownership Plan provide an opportunity for GM salaried employes to save for their retirement and be part owners in the Corporation by acquiring shares of GM common stock. Set forth below are answers to questions concerning the distribution of these investments when you retire:

SAVINGS-STOCK PURCHASE PROGRAM

How Do I Withdraw My Savings-Stock Purchase Program Assets?

You should complete and return the appropriate withdrawal form, available in the personnel office at the GM location where you last worked, in order to make a complete withdrawal of your savings. GMs contributions, and the earnings on those savings and contributions. It takes approximately six weeks to process such a settlement.

Do I Have to Withdraw My Savings-Stock Purchase Program Assets at the Time | Retire?

No. You may elect to defer receipt of your Savings-Stock Purchase Program assets to September of the year you attain age 70½ if you make such an election, you also can elect to withdraw your assets whenever you like before reaching age 70½. At the time of withdrawal you must withdraw all assets in your account.

If I Elect to Defer Receipt of My Savings-Stock Purchase Program Account, May I Transfer Assets From One Investment Option to Another?

Yes. You may make an election to transfer assets up to four times per year.

Is My Distribution From the Savings-Stock Purchase Program Taxable?

Yes. Under existing tax laws, however, if you participated in the Savings-Stock Purchase Program for at least five years, the taxable amount of your distribution may be eligible for lavorable 10-year income averaging. This treatment may reduce substantially the amount of your tax liability. As an alternative under existing tax laws, you could relieve the amount of your taxable distribution to an Individual Retirement Account (IRA), within 60 days of receipt, and pay no tax at the time of distribution. However, any amounts later withdrawn from the IRA would be taxable at ordinary income tax rates.

EMPLOYE STOCK OWNERSHIP PLAN

How Do I Receive My Assets in the Employe Stock Ownership Plan?

You don't have to do a thing, other than keep your address current at the GM location where you last worked. You will automatically receive your Employe Stock Ownership Plan assets in the spring following the year in which you retired:

When Will I Receive A Distribution of My Employe Stock Ownership Plan Assets?

The shares of GM common slock and any Class E stock payable as a special dividend plus cash for any part of a share in your Employe Stock Ownership Plan account will be automatically delivered to you in early spring of the year after the year in which you retire. You

also may receive a second distribution the following spring, which would be attributable to your GM compensation earned in the year you retired.

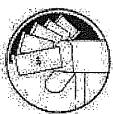
is My Distribution From the Employe Stock Ownership Plan Taxable?

Yes. Under existing tax laws, if you participated in the Employe Stock Ownership Plan for at least five years, the taxable amount of your distribution may be eligible for favorable "10-year income averaging". This treatment may reduce substantially the amount of your tax liability. As an alternative, you could rollover the amount of your taxable distribution into an Individual Retirement Account (IRA) and pay no tax at the time of distribution. However, any

amounts later withdrawn from the IPA would be taxable at ordinary income tax rates:

May I Defer Receipt of My Employe Stock Ownership Plan Assets?

Yes. You may elect to defer receipt of your Employe Stock Ownership Plan assets until September of the year you attain age 70½. If you make such an election, you can later decide to receive your assets whenever you like/before reaching age 70½. You may wish to take advantage of this deferral provision for both Employe Stock Ownership Plan and Savings-Stock Purchase Program assets in order to combine them for computing taxable income under the current favorable "10-year income averaging" discussed/earlier.



If You Are Disabled

If you were disabled at the time you retired, you may be receiving extended disability benefits under the Group Life and Disability Insurance Program. If you become disabled after you retire, you will not be eligible to receive extended disability benefits. You may, however, be eligible for a monthly instalment payment of your basic life insurance if you become totally and permanently disabled before age 60 and meet certain other eligibility requirements. The benefits available to you are those provided under the Program in effect when you last worked for GM.

If you retired under the total and permanent disability provisions of the Retirement Program, your retirement benefits are discussed on page 7. If you become disabled after you retire, your type of retirement will not change, but you may have changes in your retirement benefits as discussed on pages 4 and 5.

Set forth below are answers to questions concerning extended disability and total and permanent disability benefits that may be payable under the Program. If you have a specific question about extended disability benefits or a monthly instalment payment of basic life insurance that is not answered here; you may wish to contact the personnel office at the GM location where you last worked:

EXTENDED DISABILITY BENEFITS

If I Am Receiving Extended Disability Benefits, How Do I Continue to Be Eligible?

You must submit proof of your continuing disability as requested by the insurance Company.

If you last worked on or after January 1, 1968, but before January 1, 1974, you must be totally and continuously disabled so as to be unable to engage in any gainful occupation or employment for which you are reasonably qualified by education, training or experience. If you last worked on or after January 1, 1974, you must be totally and continuously disabled so as to be unable to perform any regular employment at the GM location where you last worked. In any event, you must not be regularly employed. If you recover or become regularly employed, your benefits will be discontinued.

What is the Maximum Period Extended Disability Benefits May Be Payable?

If you continue to be disabled (as described above), monthly extended disability benefits are payable for a period equal to your years of

participation under the Group Life and Disability Insurance Program at the beginning of your disability less the period for which you received sickness and accident benefits. If you last worked on or after January 1, 1974 and had 10 or more years of participation at the beginning of your disability, monthly extended disability benefits will be payable to age 65, effective January 1, 1979.

Extended disability benefits generally are not payable beyond age 65. However, effective January 1, 1979, if you become disabled at or after age 63 and become eligible for extended disability benefits, benefits are payable for up to 12 months, but not beyond age 70.

How is the Amount of My Extended Disability Benefit Determined?

The amount of your monthly extended disability benefit is 60% of your monthly base salary (as defined under the program) in effect at the time you last worked prior to becoming disabled (50%, if you last worked before January 1, 1974).

Extended disability benefits are reduced by any Part A benefits and Part B supplementary benefits (see pages 4 through 6) for which you are eligible under the Retirement Program and by any benefit for which you are eligible under a GM Pension Plan. In addition, governmental benefits such as workers compensation, certain Social Security benefits or any federal or state lost-time disability benefits are deductible. Increases in your governmental benefits, or any increase in your pension or retirement benefits payable after September 30, 1976, after extended disability benefits commence, will not be deducted. However, if the increase represents an adjustment in the original determination of the amount of such benefit, the increase will be deducted. A retroactive award of such benefits creates an overpayment of extended disability benefits which were paid for the same period of disability. You will be required to repay any such overpayment.

What Effect Does Entitlement to Social Security Have on My Extended Disability Benefits?

Monthly extended disability benefits are reduced by Social Security disability or old-age insurance benefits to which you may be entitled for the same period. Extended disability benefits are not reduced for receipt of old-age benefits reduced because of the age at which received.

Is It to My Advantage to Apply for Social Security Disability Insurance Benefits?

You should consider applying for Social Security disability insurance benefits for these reasons:

- Your dependents also may qualify for Social Security benefits.
- Your Social Security benefits may be increased annually to reflect cost-of-living increases.

- You become eligible for Medicare Part B after 24 months of Social Security disability benefits.
- Social Security disability awards are given favorable Federal tax treatment.
- Failure to claim a Social Security disability award may result in a lesser Social Security old-age benefit.

If I Am Receiving Extended Disability Benefits and I Become Eligible for Social Security Benefits, What Should I Do?

You should immediately submit a copy of the notice you receive from Social Security that tells you the amount of benefits and the date you became eligible to:

Metropolitan Life General Motors Disability Claims Section Group Life Claims Division (8W) One Madison Avenue New York, New York 10010

This notice is necessary to avoid an overpayment of extended disability benefits which you would have to repay. Notification also is necessary to provide you with additional benefits if your benefits have been reduced by a presumed amount of Social Security that is greater than the amount of Social Security to which you are actually entitled.

If a Social Security Award Provides Benefits for a Period for Which I Have Already Received Extended Disability Benefits, What Effect Will This Have on My Extended Disability Benefits?

If extended disability benefits have been overpaid, you will be required to repay Metropolitan. Any overpayment may be recovered by reducing your luture monthly extended disability or any other benefits payable to you under a GM benefit plan (excluding the GM Retirement Program for Salaried Employes and the GM Health Care Program for Salaried Employes) or by your direct

payment to Metropolitan. You will be notified of the amount to be repaid.

If you wish, you may direct GM to withhold an amount up to 10% of your monthly retirement benefit to repay the extended disability benefit overpayment.

If extended disability benefits have been reduced by a presumed amount of Social Security and the amount of Social Security you actually received is less than the amount deducted, you will receive an additional amount from Metropolitan.

MONTHLY INSTALMENT PAYMENTS OF BASIC LIFE INSURANCE BECAUSE OF TOTAL AND PERMANENT DISABILITY

If I Should Become Totally and Permanently Disabled After Retirement, Will I Be Eligible for Any Other Benefits Under the Group Life and Disability Insurance Program?

If you are insured for basic life insurance (as described on page 31, you may be eligible to receive a monthly instalment payment of your life insurance if you become totally and permanently disabled before age 60 and meet certain other eligibility requirements.

To be eligible for a monthly instalment payment of your basic life insurance you must have last worked:

- prior to January 1, 1974 and have 10 or more years of participation when you become totally and permanently disabled, or
- on or after January 1, 1974 and have less than 10 years of participation when you become totally and permanently disabled.

How Do I Apply for a Monthly Instalment Payment of Basic Life Insurance If I Become Totally and Permanently Disabled Before Age 60?

You should make a claim immediately on a form provided for this purpose by GM. Claim forms are available at the GM location from which you retired. You also must submit proof of your disability as requested by the insurance Company If you need help in completing a daim form, contact the personnel office at the GM location from which you retired.

If I Am Eligible for a Monthly Instalment Payment of My Basic Life Insurance, How Will It Be Paid?

If you apply and are eligible for a monthly instalment payment of basic life insurance (as described previously), your basic life insurance will be canceled. An amount equal to the amount of basic life insurance you had in force when you became disabled, but not in excess of \$100,000, will be paid. If you last worked on or after January 1, 1974, such payment will be made in monthly instalments in an amount equal to the final monthly extended disability benefit amount payable. If you last worked prior to January 1, 1974; such payment will be made in 50 monthly instalments at a monthly rate of \$20 for each \$1,000 of basic life insurance. For example, if you have \$40,000 of life insurance, you may be eligible to receive \$800 a month for 50 months.

When Will the Monthly Instalment Payment of My Life Insurance Start?

Generally, the monthly instalment payment of basic life insurance to which you may be entitled because of total and permanent disability commences as soon as Metropolitan approves your claim. The monthly instalment payment of life insurance will be deferred until extended disability benefits no longer are payable, unless you waive permanently your right to receive extended disability benefits.

If I Am Eligible for a Monthly Instalment Payment of My Basic Life Insurance Because of Total and Permanent Disability, but the Amount of My Basic Life Insurance Exceeds \$100,000, What Happens to the Amount Over \$100,000? If you last worked on or after January 1, 1974, the amount of your basic life insurance in excess of \$100,000 will be canceled immediately prior to the commencement of the monthly payments and you will be entitled to convert at your expense all or part of the excess amount to an individual policy during the 31 days following cancellation of your insurance coverage. If you decide to convert such insurance, any type of life insurance policy, except term insurance, then being issued by the Metropolitan Life Insurance Company may be selected. Application may be made at any local office of the Metropolitan or at its home office, One Madison Avenue, New York, New York 10010.

If you last worked prior to January 1, 1974, the amount of your basic life insurance in excess of \$100,000 will be continued, subject to reductions when you reach age 65, as described on page 32.

If I Have Received or Am Receiving a Monthly Instalment Payment of My Basic Life Insurance, Will Any Further Benefit Be Payable to My Beneficiary When I Die?

Yes. If you receive an amount equal to your life insurance in instalments, a benefit of \$500 will be payable to your beneficiary at the time of your death. If you die before receiving all of the instalments, your beneficiary would receive the unpaid balance but in no case less than \$500.

If I Am or Become Totally and Permanently Disabled but I Am Not Eligible for a Monthly Instalment Payment of My Basic Life Insurance Under the Eligibility Requirements, What Happens to My Basic Life Insurance?

If you are or become totally and permanently disabled but you are not eligible for the monthly

instalment payment of your basic life insurance, any basic life insurance for which you are insured will be continued without cost to you. At age 65, or at retirement (other than for total and permanent disability) if you last worked on or after July 1, 1985, your life insurance will start reducing as explained on page 32.

If the Insurance Company Questions Whether I Continue to Be Disabled for Extended Disability Benefits or a Monthly Instalment Payment of My Basic Life Insurance, What Must I Do?

You may be asked to be examined by a doctor, clinic, or other medical authority for the purpose of verifying disability at any time you may be eligible to receive extended disability benefits or a monthly instalment payment of basic life insurance. Generally, if you are found to be able to work, your benefits will be discontinued. Fallure to report for the examination may affect your eligibility for benefits. You will be reimbursed at 20¢ per mile for travel to and from the examination if your residence is 40 or more miles (one-way) from the examiner's office.

What If I Change My Address?

If you change your address, you should notify the GM location where you or your deceased spouse last worked. If you are receiving extended disability benefits or a monthly instalment payment of your basic life insurance because of total and permanent disability, you also should notify:

Metropolitan Life General Motors Disability Claims Section Group Life Claims Division (8W) One Madison Avenue New York, New York 10010

Whenever you write to the GM location where you or your deceased spouse last worked or to Metropolitan, you should include your Social Security number and your claim number, if any.



In The Event Of Death

In the event of your death during retirement, benefits may be payable to your survivors under the Group Life and Disability Insurance Program and under the Retirement Program. Life insurance benefits available under the Insurance Program are discussed below. Information concerning survivor's benefits available under the Retirement Program is discussed on page 36. Information concerning your Savings-Stock Purchase Program, Employe Stock Ownership Plan and Health Care benefits for your survivors is discussed on page 38.

GROUP LIFE INSURANCE BENEFITS IN THE EVENT OF DEATH

The benefits available to you and your eligible survivors are those provided under the Group Life and Disability insurance Program in effect when you last worked for GM.

Set forth below are answers to questions you may have concerning any life insurance benefits that may be payable under the Program. If you have a specific question about life insurance benefits that is not answered here, you may wish to contact the personnel office at the GM location where you or your deceased spouse last worked.

BASIC LIFE AND EXTRA ACCIDENT INSURANCE

Do I Have Basic Life and Extra Accident Insurance as a Retiree Before Age 65?

Depending on when they last worked most retirees have all, or a portion of, their basic life insurance continued during retirement before age 65 without cost to them. However, retirees who retired voluntarily as early as age 55 and prior to age 60, when combined years of age and credited service totaled less than 85, must contribute \$.50 per month for each \$1,000 of basic life insurance in force until age 65.

Insurance is not continued for a retiree who received a monthly instalment payment of basic life insurance because of total and permanent disability (as described on page 29).

Extra accident insurance also is continued for those retirees who last worked prior to July 1, 1985 whose basic life insurance is continued.

How Much Basic Life and Extra Accident Insurance Do I Have as a Retiree Before Age 65?

For employes who last worked prior to July 1, 1985

If you are insured, the amount of your basic life insurance before age 65 is approximately 24 times your monthly base salary at retirement. Extra accident insurance, in an amount equal to one-half of your basic life insurance, also may be payable for accidental death.

For employes who last worked on or after July 1, 1985

If you are insured and retire other than totally and permanently disabled, commencing at the earlier of (i) retirement or (ii) attainment of age 65 your basic life insurance will reduce each month by 2% of the amount in force at retirement (see page 32). The amount of your basic life insurance will not reduce before age 65 if you retire totally and permanently disabled.

Extra accident insurance cancels upon relirement for any reason, regardless of age.

What Happens to My Basic Life and Extra Accident Insurance When I Reach Age 65?

For employes who last worked prior to July 1, 1985

If you are insured, and have 10 or more years of participation when you reach age 65, your basic life insurance commences to reduce at age 65 and is continued without cost to you for your lifetime. At age 65, your extra accident insurance is canceled.

For employes who last worked on or after July 1, 1985

If you are insured, had 10 or more years of participation at retirement, and

- You retired other than totally and permanently disabled, your basic life insurance commences to reduce at the earlier of (i) retirement or (ii) attainment of age 65 and is continued without cost to you for your lifetime.
- You retired totally and permanently disabled, your basic life insurance commences to reduce at age 65 and is continued without cost to you for your lifetime.

Extra accident insurance is canceled at retirement.

How Much Insurance Will I Have After My Basic Life Insurance Is Fully Reduced?

Starting at age 65, for employes who last worked prior to July 1, 1985 or who retire totally and permanently disabled,

Or

Commencing at retirement, for employes who work on or after July 1, 1985 and who retire other than totally and permanently disabled.

Basic life insurance is reduced each month by 2% of the amount in force at age 65 or al retirement, whichever applies. This reduction continues until the amount of insurance equals the amount in force when insurance commences to reduce, times 1½% for each year of participation.

A 20 year maximum applies to employes who last worked prior to January 1, 1974.

For example, an employe who retired in 1980, or an employe who retired totally and permanently disabled after July 1, 1985, with 30 years of participation and with \$40,000 of basic life insurance at age 65, would have the amount of insurance reduced by \$800 each month

 $$40,000 \times 2\% = 800

and \$18,000 of continuing life insurance remaining after all reductions.

1½% x 30 years = 45% x \$40,000 = \$18,000

An employe at work on or after July 1, 1985 with 32 years of participation who has \$60,000 of life insurance in force at retirement at age 60 for mutually satisfactory reasons would have the amount of insurance reduced upon retirement by \$1,200 each month

 $$60,000 \times 2\% = $1,200$

and \$28,800 of continuing life insurance remaining after all reductions.

 $1\frac{2}{3}$ × 32 = 48% × \$60,000 = \$28,800

Years of participation which are accrued after age 65 and any changes in pay rate after age 65 may be used in determining the amount of continuing life insurance depending on when the retiree last worked.

The minimum amount of continuing life insurance is \$2,500, if you last worked on or after November 22, 1976. The minimum amount is \$2,000, if you last worked prior to that date.

Will I Be Notified of the Amount of My Continuing Life Insurance?

Yes. When your insurance commences to reduce, you will be notified what the amount of your continuing life insurance will be after all reductions (as described above) have been made. An additional notice will be sent to you when the final amount of continuing life insurance has been reached.

You should keep these notices with your insurance records.

To Whom Is My Basic Life Insurance Payable?

Your basic life insurance, and any extra accident insurance that may be payable, is payable to the latest beneficiary (or beneficiaries) that you have designated, provided the beneficiary (or beneficiaries) is alive at your death. If you are uncertain who your beneficiary is, you may wish to contact the personnel office at the GM location from which you retired.

May I Change My Beneficiary?

Yes. You have the right to designate anyone you may wish as your beneficiary (or beneficiaries). You may change your beneficiary (or beneficiaries) at any time. However, if you have assigned your basic life insurance to someone else, only the assignee has the right to designate the beneficiary.

To change a beneficiary, contact the personnel office at the GM location from which you retired.

What Should I Do If My Designated Beneficiary Dies?

You should immediately contact the personnel office at the GM location from which you retired. It is important for you to name a new beneficiary if your present beneficiary dies. If there is no beneficiary living at the time of your death, your basic life insurance or extra

accident insurance, if any, may be paid to your estate or in a manner other than that which you may have desired. This may result in legal and tax problems for your survivors.

What Should My Beneficiary Do to Receive Life Insurance Benefits When I Die?

Each of your beneficiaries must make a claim on a form provided for this purpose by General Motors. To do this, your beneficiary should contact the personnel office at the GM location from which you retired.

What Payment Options Does My Beneficiary Have With Regard to Receiving My Basic Life Insurance When I Die?

Your beneficiary may receive this benefit under one of several options available under the Beneficiary's Total Control Account Program (TCA). The TCA provides your beneficiary with total control of the proceeds from your life insurance. A personalized checkbook allows your beneficiary to easily use all, or a portion, of the money. Funds left with the insurance company earn interest at competitive rates. Several investment options also are available under TCA. A separate brochure describing the options is available on request at the personnel office at the GM location from which you retired.

SURVIVOR INCOME BENEFIT INSURANCE

In Addition to Basic Life Insurance, Are Any Other Insurance Benefits Available to My Survivors Under the Group Life and Disability Insurance Program?

Your survivors may be eligible for certain survivor income benefits if you are insured for survivor income benefit insurance. Optional group life insurance also may be available if you are insured for such coverage (see page 35).

If basic life insurance is continued, extra accident and survivor income benefit insurance also may be continued, depending on when you last worked and when your retirement benefits commenced. If any extra accident and/or survivor income benefit insurance is continued, no contributions beyond any required for basic life insurance are necessary. At age 65, any extra accident and/or survivor income benefit insurance is cancelled.

What Is Survivor Income Benefit Insurance?

Survivor income benefit insurance (SIBI) provides monthly income payments to an eligible survivor following the death of an insured retiree. Two kinds of monthly survivor benefits may be provided, transition benefits and bridge benefits.

What Are Transition Benefits?

Transition benefits are monthly benefits payable during the 24 month period following your death, if you were insured for survivor income benefits. These monthly benefits may be paid to your eligible spouse, dependent children, or dependent parents, in that order. The monthly amount of the transition benefit depends on when you last worked and whether your survivors are eligible for certain Social Security benefits.

What Are Bridge Benefits?

Bridge benefits are monthly benefits payable to your surviving spouse after payment of the 24th transition benefit. They are payable until the surviving spouse dies, remarries, or attains age 62" or such lower age at which full widows or widower's insurance benefits or old age insurance benefits become payable under Social Security.

The monthly amount of the bridge benefit depends on when you last worked.

Bridge benefits are not payable for any month for which a surviving spouse could qualify for a mother's or father's insurance benefit under Social Security, whether or not the survivor actually receives the mother's or father's benefit.

To receive bridge benefits your surviving spouse must meet age and other eligibility requirements.

What Must My Survivors Do to Apply for Survivor Income Benefits?

To apply for survivor income benefits, eligible survivors must make a claim on a form provided for this purpose by GM. To do this, your survivor should contact the personnel office at the GM location from which you retired.

If Eligible to Receive Survivor Income Benefits Under the Insurance Program, May My Spouse Also Receive Survivor Benefits Under the Retirement Program?

Not at the same time. However your surviving spouse may waive any right to receive insurance survivor income benefits in order to receive a higher survivor benefit under Part A of the GM Retirement Program, as described on page 36. For example if the monthly surviving spouse benefit under Part A of the Retirement Program exceeds the monthly amount of the survivor benefit under the Insurance Program, your survivor may wish to waive survivor. income benefits to receive the higher retirement benefit. If you have any questions about how this waiver provision would apply, contact the personnel office at the GM location where you or your deceased spouse last worked. In considering a waiver, your surviving spouse should remember that SIBI payments. are not taxable income, while survivor retirement benefits may be taxable.

A surviving spouse can receive a benefit under Part B of the Retirement Program while receiving survivor benefits under the Group Life and Disability Insurance Program.

^{*}Age 62 and one month for a surviving spouse who attains age 62 on or after March 1, 1982 and who receives a Social Security old age insurance benefit which is paid during the second month following the survivors 62nd birthday.

OPTIONAL AND DEPENDENT GROUP LIFE INSURANCE

Optional group life insurance provides life insurance in amounts of \$5,000, \$10,000 or \$15,000 or 1,2,3,4 or 5 times annual base salary. Dependent group life insurance provides up to \$50,000 of life insurance on a retiree's spouse and up to \$10,000 on each eligible dependent child. Enrolled retirees pay the full cost of optional and dependent group life insurance.

May Optional and Dependent Group Life Insurance Be Continued After Betirement?

Yes. The amount of optional group life insurance for which you were insured at retirement may be continued to age 65 while your basic life insurance remains in force. You may continue the dependent group life insurance you had in force as an active employe if you are enrolled for optional group life insurance and have an eligible dependent. You may not enroll for or increase the amount of optional and/or dependent group life insurance after you retire:

You must contribute the full cost of optional and dependent group life insurance. The personnel office at the GM location from which you retired can advise you of the current contribution rate for your age group. Rates are subject to change. If you wish your contribution to be deducted from your monthly retirement check, contact the personnel office at the GM location where you last worked.

May Optional and Dependent Group Life Insurance Be Continued After Age 65?

Yes. The amount of optional group life insurance in force on your 65th birthday is reduced by 20% at age 66 and by a like amount each year to age 70. If optional group life insurance is continued, dependent group life insurance may be continued without reduction to age 70. You are required to contribute for the coverage remaining in force. Optional and dependent group life insurance is cancelled at the end of the month in which you attain age 70.

May the Beneficiary for Optional and Dependent Group Life Insurance Be Changed After Retirement?

You have the right to designate anyone you wish as your beneficiary (or beneficiaries) for your optional group life insurance. The beneficiary need not be the same as the one designated for your basic life insurance.

However, if an applicant owner or assignee is the owner of the optional group life insurance on your life, then the applicant owner or assignee has the right to designate the beneficiary.

You are the designated beneficiary for dependent group life insurance. Benefits are payable to you if an eligible dependent should die from any cause while you are enrolled for dependent group life insurance.

Generally, an eligible dependent includes your spouse, and dependents over 14 days of age.

What Payment Options Are Available to a Beneficiary for Optional and Dependent Group Life Insurance?

If a benefit of \$10,000 or more is payable, your beneficiary may receive the insurance benefit under one of the several options available under the Beneficiary's Total Control Account Program (see page 33). Benefits less than \$10,000 will be payable in a lump sum: A separate brochure describing the options is available on request from the personnel office at the GM location where you last worked.

Where Do I Obtain Additional Information On My Optional and Dependent Group Life Insurance?

Additional information about optional and dependent group life insurance is available in the announcement folders which describe these coverages. These folders are available upon request from the personnel office at the GM location where you last worked.

What If I Change My Address?

If you should change your address, it is important that you notify the personnel office at the GM location where you or your deceased spouse last worked. If you are receiving extended disability benefits or a monthly instalment payment of your basic life insurance because of total and permanent disability you also should notify:

Metropolitan Life General Motors Disability Claims Section Group Life Claims Division (8W) One Madison Avenue New York, New York 10010

Whenever you write to the GM location where you last worked or to Metropolitan, you should include your Social Security number and claim number, if any.

May I Continue My Personal Accident Insurance After Retirement?

Yes. Personal accident insurance may be continued on yourself and any eligible dependents for your lifetime; by paying the required premiums. However, after you are age 70, insurance in force on each person insured may not exceed \$50,000. You may not enroll for or increase the amount of personal accident insurance after you retire. Detailed information concerning your personal accident insurance is contained in the booklet, "Personal Accident Insurance".

What Happens to My Basic Life Insurance, Optional and Dependent Group Life Insurance or Personal Accident Insurance If I Fail to Make a Required Contribution?

If you fail to make a required contribution, your basic life insurance, optional and dependent

group life insurance or personal accident insurance will cease at the end of the month preceding the month for which the applicable contribution was due.

What Must My Beneficiary Do to Receive Life Insurance Benefits When I Die?

Any beneficiary must make a claim on a form provided for this purpose by General Motors. The procedure is the same for basic life and extra accident benefits, survivor income benefits, optional and dependent group life benefits and personal accident benefits. To do this, the beneficiary should contact the personnel office at the GM location from which you retired.

RETIREMENT PROGRAM BENEFITS IN THE EVENT OF YOUR DEATH

Following are answers to questions which you may have concerning any survivor benefits that may be payable under the Retirement Program. If you have any additional questions, you may wish to contact the personnel office at the GM location where you or your deceased spouse last worked.

In the Event of My Death Are Any Survivor Benefits Payable Under the Retirement Program?

If you retired on or after January 1, 1962, you may have provided a lifetime monthly benefit

for your surviving spouse in the event of your death. This survivor option generally became effective at retirement if you then were married. If you did not elect this option, you may have elected the "special" survivor option which is explained on page 37.

How Does My Election of a Survivor Option Affect My Benefit?

Your monthly Part A basic benefit is reduced if you have a surviving spouse option in effect. Your monthly Part B benefits also are reduced for the surviving spouse option. The percent of reduction depends upon the difference in age between you and your spouse and your date of retirement.

How Much Is the Survivor Benefit Under the Retirement Program?

The amount of any monthly benefit payable to an eligible surviving spouse generally is based on a percentage of the benefit payable to the retiree. The amount of any monthly survivor benefit that may be payable is shown on your copy of Form SRP-117. Authorization of Monthly Benefits, which you or your deceased spouse received at the time of retirement. You have been advised of any increases in the amount of the survivor benefits which have occurred since you or your deceased spouse retired.

If I Marry for the First Time or Remarry After Retirement, Can I Elect a Part A Survivor Option for My New Spouse?

If you had elected a Part A survivor option for your prior spouse, or were not eligible to elect the option because you were not married when the option would have been effective, you may elect the survivor option for your present spouse. See page 7 for further information. An election form is provided on page 45 for your use.

If I Rejected the Survivor Option, Will the Option Be Available to Me at a Later Date?

No. The surviving spouse option is not available to a retiree who rejects the option while otherwise eligible.

If I Retired Before the Age I Could Have a Survivor Option, Will I Be Contacted When Eligible?

Yes. If you retired prior to attaining the earliest age of eligibility for the survivor option, you will be contacted by GM just before the survivor option will become available to you. At that time you must provide proof of your marriage and your spouse's age in order for the option to become effective.

Can I Revoke the Part A Survivor Option If My Spouse Dies or We Are Divorced?

Yes. As indicated on page 7, you must provide GM a copy of the death certificate or certified copy of final court decree of divorce. Revocation of the Part A survivor option is effective the first of the third month following receipt by GM of evidence satisfactory to GM of your spouse's death or your divorce.

What Is a "Special" Survivor Option?

In 1968 certain retirees who did not have a regular Part A survivor option in effect were given an opportunity to elect a special survivor option to provide survivor benefits for their designated spouse. This special option, if elected, now provides a lifetime monthly survivor benefit of \$5.00 for each year of the deceased retiree's credited service, reduced if the employe retired early at his or her option.

Must My Survivor Apply In Order to Receive Any Survivor Benefits Under the Retirement Program?

No. If you die while the surviving spouse option is in effect, survivor benefits under the Retirement Program become payable automatically on the first of the month following the month in which you die. However, survivor benefits under Part A of the Retirement Program are not payable for any month for which survivor benefits are payable under the Group Life and Disability Insurance Program (see page 34).

HEALTH CARE BENEFITS IN THE EVENT OF DEATH

Set forth below are answers to questions that have been asked concerning Health Care benefits that may be available to your eligible survivors. If you have any additional questions, you may wish to contact the personnel office at the GM location where you or your deceased spouse last worked.

Will Health Care Coverages Be Continued for My Survivors If I Die During Retirement?

If you die during retirement, your surviving spouse will be eligible for continued Health Care coverages. These coverages may be continued for your surviving spouse and your eligible dependent children.

Under existing Program provisions, General Motors will continue to pay the full cost of basic coverages and most of the cost of comprehensive medical expense insurance coverage. However, if you retired voluntarily as early as age 55 and prior to age 60 and your combined years of age and credited service totaled less than 85, your surviving spouse will be required to pay the full cost of these coverages.

Coverages will be continued for the lifetime of the surviving spouse of a deceased retiree even if the surviving spouse remarries.

A surviving spouse age 65 or older who is eligible but not enrolled for Medicare Part B coverage is not eligible for GM payment for any Health Care coverages.

My Spouse Died While Employed; Am I Eligible for Health Care Coverages?

If your deceased spouse was eligible to retire voluntarily under the Retirement Program at the time of death, Health Care coverages for you and your eligible dependent children will be continued in the same manner as they would be continued for the survivors of an individual who died during retirement.

If your deceased spouse (a) died as a result of accidental bodily injury sustained on or after September 17, 1979, caused solely by employment with General Motors or (b) was not eligible to retire voluntarily at the time of death from any cause occurring on or after January 1, 1974, but had elected the surviving spouse option under Part B of the Retirement Program and also had at least 10 or more years of credited service, you and your eligible dependent children would be eligible for continued Health Care coverages. General Motors would continue to pay for basic Health Care coverages and for most of the cost of comprehensive medical expense insurance coverage. However, all coverages will cease if you remarry or die.

You must be enrolled for Medicare Part B if you are age 65 or older in order for GM to pay for any Health Care coverages.

OTHER BENEFITS IN THE EVENT OF YOUR DEATH

If I Elect Deferral of My GM Investments, To Whom Are My Assets Payable in Event of My Death?

Any assets you may have in the Savings-Stock Purchase Program, the Employe Stock Ownership Plan, and the Personal Retirement Income Plan are payable to the latest beneficiary (or beneficiaries) that you have designated, provided the beneficiary (or beneficiaries) is alive at your death. If you are married, your beneficiary must be your spouse, unless your spouse had agreed earlier in writing to the designation of someone else as

beneficiary. If you are not married and no beneficiary has been named, any assets in your Savings-Stock Purchase Program and Employe Stock Ownership Plan accounts will be distributed to the beneficiary designated to receive the proceeds of your **basic** life insurance under the General Motors Group Life and Disability Insurance Program.

May I Change My Beneficiary?

Yes. You may change your beneficiary or beneficiaries at any time by contacting the personnel office at the GM location from which you retired.



Information Related To The Employee Retirement Income Security Act Of 1974 (ERISA)

What Are the Types of Plans Under Which Benefits Are Provided?

The GM Retirement Program is a defined benefit plan providing trusteed and Corporation insured retirement benefits to employes who retire, and to their eligible survivors. The GM Savings-Stock Purchase Program is a defined contribution plan providing trusteed benefits on a class year basis to employes who elect to participate in this program. The GM Group Life and Disability Insurance Program is an insured welfare benefit plan providing life and disability insurance to retirees. The GM Health Care Insurance Program provides primarily selfinsured benefits to retirees and their eligible dependents. The GM Employe Stock Ownership Plan is a defined contribution plan providing benefits to retirees in the form of common stock ownership in GM.

Retirement Program trusteed benefits, Savings-Stock Purchase Program and Employe Stock Ownership Plan benefits are provided through the National Bank of Detroit. All life and disability insurance and Retirement Program non-trusteed benefits, as well as basic health care coverages for certain retirees, are provided through the Metropolitan Life Insurance Company. Health Care coverages for other retirees are provided through additional carriers such as Blue Cross-Blue Shield, a number of local plans providing these coverages, and health maintenance organizations. GM is responsible for administration of the plans described in this booklet.

Who Pays for My Benefits?

GM pays the full cost of Part A of the Retirement. Program: GM also pays the full cost of any basic life insurance continued in retirement (except as noted on page 31). In addition, GM contributes most of the cost of Part B of the Retirement Program and the Comprehensive Medical Expense Insurance Program.

Moreover, GM pays the full cost of any basic Health Care coverages that are continued for most retired employes and for eligible spouses and their eligible dependents. A surviving spouse age 65 or older who is eligible but not enrolled for Part B Medicare coverage is not eligible for GM payment for any Health Care coverages. Retired employes pay the full cost of health care coverages for sponsored dependents. The cost is determined by the applicable carrier and GM.

Other coverages or programs made available by General Motors, the full costs of which are borne by retirees, are optional group life insurance, dependent group life insurance, personal accident insurance, and personal retirement income.

When Does the Plan Year End?

December 31 is the end of the plan year for the Group Life and Disability Insurance Program, Health Care Insurance Program (except dental), Savings-Stock Purchase Program and Employe Stock Ownership Plan. Records of these plans are kept on a calendar year basis. The Dental Plan year ends on September 30. The Retirement Program plan year ends on September 30. Retirement Program records are kept on a fiscal year basis ending September 30.

Who is the Named Fiduciary?

The Finance Committee of General Motors Corporation is the named fiduciary of the plans described in this booklet.

Who is the Administrator?

General Motors Corporation is the sponsoring employer and administrator of the benefit plans described in this booklet. The administrator's address is Room 8-223, General Motors Building, Detroit, Michigan 48202.

What Are the Identification Numbers?

General Motors' employer identification number is 38-0572515. Plan numbers are as follows:

Plan	**************************************
Name	Number
Retirement	001
Savings-Stock Purchase	002
Employe Stock Ownership	800
Group Life and Disability	501
Health Care	501
Comprehensive Medical Expense Insurance	504

What About Serving of Legal Process?

Service of legal process on General Motors Corporation may be made at any office of the CT Corporation. The CT Corporation, which maintains offices in all 50 States, is the statutory agent for service of legal process on GM. The procedure for making such service generally is known to practicing attorneys. Service of legal process also may be made upon the administrator at the Service of Process Office, Room 7227, New Center One Building, Detroit, Michigan 48202.

What Are My Rights as a Participant?

As a participant in General Motors' benefit plans you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled by law to:

Examine, without charge, at the plan administrator's office and at other locations, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan administrator with the U.S. Department of Labor, such as annual reports and plan descriptions.

Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report.

What Are the Fiduciaries' Responsibilities?

In addition to creating rights for plan participants, ERISA imposes duties upon the persons who are responsible for the operation of employe benefit plans. These persons are referred to as "fiduciaries" in the law. Fiduciaries must act solely in the interest of the plan participants and they must exercise prudence in the performance of their plan duties.

If you have any questions about this statement or about your rights under ERISA, you may wish to contact the plan administrator or the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

What Benefits Are Guaranteed?

Certain benefits under the GM Retirement Program are guaranteed by the Pension Benefit Guaranty Corporation (PBGC) if the plan terminates. However, the PBGC guarantees only normal-age retirement benefits, early retirement benefits (up to the amount accrued for normal retirement), and certain disability and survivor's pensions. The PBGC guarantees vested benefits at the level in effect on the date of plan termination.

However, if benefits have been increased within five years before plan termination, the benefit increases may not be guaranteed. No benefit increase that has been in effect for less than 12 full months before the plan terminates is guaranteed. Moreover, there is a statutory celling on the amount of an individual's monthly benefit that PBGC guarantees. You may wish to address any inquiries you may have to Pension Benefit Guaranty Corporation, 2020 K Street, N.W. Washington, D.C. 20006 (phone # (202) 254-4817).

Who Are the Trustees?

Trustees of the Personent Program, who accumulate assets through which trusteed retirement beneals (Part A and Part B supplementary) are provided, are as follows:

Bankers Trust Company 280 Park Avenue

New York, New York 10015

Chase Manhattan Bank, N.A. 1211 Avenue of the Americas New York, New York 10036

Mellon Bank, N.A. 1 Mellon Bank Center

Pittsburgh, Pennsylvania 15258

National Bank of Detroit 611 Woodward Avenue Detroit, Michigan 48232

Retirement benefits (Part B primary) are provided through the following insurance companies:

Aetna Life Insurance Company 155 Farmington Avenue

Hartford, Connecticut 06115

Metropolitan Life Insurance Company One Madison Avenue New York, New York 10010

Prudential Life Insurance Company

Prudential Plaza

Newark, New Jersey 07101

The Trustee of the Savings-Stock Purchase Program and Employe Stock Ownership Plan, who accumulates assets through which benefits are provided, is:

National Bank of Detroit 611 Woodward Avenue Detroit, Michigan 48232

What If My Application for Benefits Is Denled?

If your application for benefits is denied in whole or in part, written notice will be made to you as soon as practicable, but no later than 90 days after receipt of your application. This notice will include specific reasons for the denial and will refer to the plan provisions upon which the denial is based. The notice also will include a description of any additional information that may be needed if the claim is to be resubmitted.

An explanation of the procedure by which you may have your denied claim reviewed also will be included in the notice. The review procedure is summarized in the following paragraph.

Within 60 days after you receive the notice that your dalm is denied in whole or in part, you may make a written request to have your claim reviewed. As part of the review you may submit any written comments that you feel may support your claim. You also may review pertinent documents related to your claim. A written decision on your request for review will be furnished to you within 60 days (120 days if special circumstances require an extension of time) after your written request for review is received. This written decision on the review will include the specific reasons for the decision and will set forth specific reference to plan provisions upon which the decision is based.

If you request materials and do not receive them within 30 days, you may file suit in a federal court in such a case, the court may require the plan administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

If you should file suit for any reason, the court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

WHAT ARE MY RIGHTS AS A PARTICIPANT OR BENEFICIARY IN THE EVENT OF TERMINATION OF ANY GM BENEFIT PLAN OR PROGRAM?

The Corporation reserves the right to amend, modify, suspend, or terminate its benefit Plans or Programs by action of its Board of Directors.

Salaried Retirement Program

In the event that the Program is partially or totally terminated, the amount of assets available to provide benefits shall be allocated in the levels of priorities stated below, less expenses for administration or liquidation:

- (1) Mandatory employe contributions:
- (2) Among individuals in the following two subcategories as an annuity:
 - (i) in the case of benefits in pay status three years prior to termination (at the lowest pay level in that period and at the lowest benefit level under the plan during the three years prior to termination) and
 - (ii) in the case of benefits which would have been in pay status three years prior to termination had the participant been retired (and had his benefits commenced then, at the lowest benefit level under the Program during the three years prior to termination).
- (3) All other benefits of individuals under the Program which are guaranteed under the plan termination insurance provisions of ERISA determined without regard to Section 4022(b)(5) of ERISA;
- (4) All other nonforfeitable benefits under the Program, and
- (5) All other benefits under the Program.

In the event of termination or partial termination of the Program, the right of all affected employes to benefits accrued to the date of such termination, partial termination or discontinuance, to the extent funded as of such date, is nonforfeitable.

Group Life and Disability Insurance Program and Health Care Insurance Program

Upon termination or partial termination of the Program, coverage will cease as of the effective date of termination or partial termination.

Savings-Stock Purchase Program and Employe Stock Ownership Plan

Upon termination or partial termination of the Savings-Stock Purchase Program or Employe Stock Ownership Plan no further contributions or savings will be made to the accounts of participants. Participants will maintain entitlement to vested accrued benefits held in their respective accounts.



m When You Purchase A New GM Vehicle

The General Motors New Vehicle Purchase Program provides eligible participants the opportunity to purchase new GM vehicles under either of two options. Under Option 1, vehicles are ordered and purchased through a GM dealer at dealer cost. Under Option 2, vehicles are purchased directly from a GM dealer at the best negotiated price and GM then issues the purchaser a 5% refund allowance or the purchaser may have the 5% allowance paid directly to the dealer.

General information concerning the Program is set forth below. Additional information, as well as the forms necessary for ordering, may be obtained from the program coordinator at the GM employing location where you or your deceased spouse last worked.

Who is Eligible for the Employe New Vehicle Purchase Program?

- To be eligible to purchase a new GM vehicle under the Program, you must be retired under the provisions of the GM salaried retirement program or pension plan, or be the surviving spouse of an eligible employe or retiree and not have remarried. Former employes who are receiving deferred vested pension benefits and surviving spouses who have remarried are not eligible.
- All vehicles purchased under the Program must be for the personal use of the retiree or surviving spouse; children of the retiree or surviving spouse who are under 21 years of age or who are full time students; or the retiree's spouse, Title and registration cannot be in the name of anyone other than one or more of these individuals and the vehicle must not be for the personal use of any other individual.

Which Vehicles May Be Purchased Under the Program?

- Only new and unused GM passenger cars and light duty trucks (including vans) are eligible for purchase under the Program.
- Dealer (demonstrators, driver training vehicles; leased vehicles and used vehicles are not eligible under the Program.

Can I Purchase the GM Protection Plan at a Special Price?

The GM Protection Plan is available at a special discount price when you purchase a vehicle under Option 1 or Option 2 of the Program. Contact the program coordinator where you or your deceased spouse last worked for further information and an application form.

Additional Information

The General Motors New Vehicle Purchase Program offers you an excellent opportunity to purchase a new GM vehicle at a substantial savings. Additional information is contained in a brochure which is available upon request from the program coordinator at the GM location where you or your deceased spouse last worked.



A Check List Of Important Items To Remember

INFORM the salaried personnel office at the GM location where you or your deceased spouse last worked if...

- you have a question about the amount of your retirement benefits
- you change your address
- your marital status changes
- your dependents change
- your spouse dies
- your beneficiary dies
- · you desire to change your beneficiary
- you have any earnings in excess of \$7,200 in 1985, \$7,600 in 1986 or \$8,000 in 1987
- · you, your spouse, or a dependent become eligible for Part B of Medicare
- you become eligible for Social Security disability insurance benefits
- you want to elect a survivor option and are eligible to do so
- you want to have federal or state income tax withheld from your retirement check
- you want to have a banking agreement
- you want an application form for a new vehicle refund allowance

USE your CISCO code-retirement identification number-in all of your communications to General Motors. The numbers are found on your retirement check and on your Form SRP-117, Authorization of Monthly Benefits.

CONTACT your local Social Security office if you have any questions about Social Security or Medicare:

FORM SRP-60

MARRIAGE/REMARRIAGE ELECTION

If you are eligible and wish to elect a survivor option for your spouse, just tear off this application form and mail it to the personnel office at the location from which you retired. You must submit a copy of your marriage certificate and proof of your spouses birthdate with the completed application form. See page 7 for further details.

Retiree Name:			and the second second second	1.00
CISCO Code	Retirement No	ımber_B		
Social Security Number			The state of the s	A STATE OF THE STA
Date of Retirement	1997 Samuel States of	V 1 3 4 1 25 T		
Name of My Present Spouse				
Spouse's Birth Date		<u> </u>	بالمساورة كالمسادية والمساورة	
Spouse's Social Security Number			A TO	and the second s
Date of Marriage or Remamage After	Retirement_			
Signature			Date	
<u> </u>				
FOR DIVISIONAL USE ONLY				
Received Proof of Spouse's Birth Date	Yes	□ No		
Received Copy of Marriage Certificate		□No		
Received Copy of Death Certificate	☐ Yes	□ No		
Date Received by GM Unit				

05-44481-rdd Doc 16430-6 Filed 03/06/09 Entered 03/06/09 17:55:46 Exhibit C (part 2) Pg 23 of 24

NOTES

05-44481-rdd Doc 16430-6 Filed 03/06/09 Entered 03/06/09 17:55:46 Exhibit C (part 2) Pg 24 of 24

